

ITEL

RECORDATION NO. 10362-D
NOV 26 1979 - 2 10 PM
INTERSTATE COMMERCE COMMISSION
Filed 1425

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

November 21, 1979

The Honorable A. L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Madam:

Enclosed for filing with and recording by the Interstate Commerce Commission is the original, three counterparts and one photo copy of Amendment Number 2, dated November 15, 1979 to the Lease Agreement dated as of March 8, 1979 between Itel Corporation, acting through its Rail Division, Two Embarcadero Center, San Francisco, California 94111, and the Green Bay and Western Railroad, P. O. Box 2507, Green Bay, Wisconsin 54306.

This document concerns the cars referenced on Equipment Schedules 5A, 5B, and 9A. The foregoing Lease Agreement was filed with the Interstate Commission on May 10, 1979 at 2:00 P.M. and assigned recordation number 10362.

Also enclosed is our check in the amount of \$10.00 payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Please return all copies of the enclosed that are not required by the Interstate Commerce Commission to David Schwartz, Esq. of Sullivan & Worcester, who will be delivering this letter on our behalf.

Sincerely,

PP
Paul Willard
Counsel

PW:dj

Enclosures

Counterpart of Mergenovich letter

AMENDMENT NUMBER 2

AMENDMENT NUMBER 2 (the "Amendment") dated as of November 15, 1979, 1979, between ITEL CORPORATION, a Delaware corporation, acting through its Rail Division ("Itel Rail") as Lessor, and GREEN BAY AND WESTERN RAILROAD COMPANY, a Wisconsin corporation ("Lessee") as Lessee.

W I T N E S S E T H

WHEREAS, Itel Rail and Lessee are parties to a lease dated as of the 8th day of March, 1979 (the "Lease") pursuant to which a number of boxcars described therein have been delivered by Itel Rail to Lessee;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Lease as follows:

1. Section 2A is hereby amended by the addition thereto of the following provision:

"Provided always that the Initial Lease Term may be caused to commence as to any Equipment or Item of Equipment on an Equipment Schedule thirty (30) days after receipt of a written or telexed notice from Itel Rail to that effect and specifying such Equipment or Item of Equipment. The Initial Lease Term shall commence as to the remainder of the Equipment on the said Equipment Schedule on the date when all the Equipment forming the said remainder shall have been delivered."

2. All terms defined in the Lease shall have the defined meanings when used in this Amendment.
3. Equipment Schedule Nos. 5 and 9 to the Lease shall be deleted in their entirety and replaced with Equipment Schedule Nos. 5A, 5B and 9A respectively, copies of which are annexed and form respectively Exhibits 1, 2 and 3 hereto. The Lease shall for all purposes and in all respects be construed as though Equipment Schedule Nos. 5A, 5B and 9A had been annexed thereto at all times in place of Equipment Schedule Nos. 5 and 9.
4. Except as expressly modified by this Amendment, all the terms and provisions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION, RAIL DIVISION

By: Carl M. Lyle

Title: President

Date: November 19, 1979

GREEN BAY AND WESTERN
RAILROAD COMPANY

By: Joseph R. Galassi

Title: President

Date: November 15, 1979

EQUIPMENT SCHEDULE NO. 5A

Itel Corporation, Rail Division hereby leases the following Cars to _____
Green Bay and Western Railroad Company _____ subject to
the terms and conditions of that certain Lease Agreement dated as of _____
March 8 _____, 1979.

| A.A.R. Mech. Desig. | Description | Numbers | Dimensions | | | Doors Width | No. of Cars |
|---------------------------|---|-------------------|------------|-----------------|--------|----------------|-------------------|
| | | | Length | Inside Width | Height | | |
| XM | Box, stl, cush underframe, nail- able stl floor, 70 ton trucks | GBW 7650- 7949 | 50' 6" | 9' 6" | 11' 0" | 10' | 300 |

ITEL CORPORATION, RAIL DIVISION

BY: _____

Carl M. Layh

TITLE: President

DATE: November 1979

GREEN BAY AND WESTERN
RAILROAD COMPANY

BY: _____

Joseph R. Galassi

TITLE: President

DATE: November 15, 1979

EQUIPMENT SCHEDULE NO. 5B

Itel Corporation, Rail Division hereby leases the following Cars to _____
Green Bay and Western Railroad Company _____ subject to
the terms and conditions of that certain Lease Agreement dated as of _____
March 8 _____, 1979.

| A.A.R. Mech. Desig. | Description | Numbers | Dimensions | | | Doors Width | No. of Cars |
|---------------------------|---|-------------------|------------|-----------------|--------|----------------|-------------------|
| | | | Length | Inside Width | Height | | |
| XM | Box, stl, cush underframe, nail- able stl floor, 70 ton trucks | GBW 7950- 7999 | 50' 6" | 9' 6" | 11' 0" | 10' | 50 |

ITEL CORPORATION, RAIL DIVISION

BY: Carl M. LyleTITLE: PresidentDATE: November 19, 1979GREEN BAY AND WESTERN
RAILROAD COMPANYBY: Joseph R. GalassiTITLE: PresidentDATE: November 15, 1979

EQUIPMENT SCHEDULE NO. 9A

Itel Corporation, Rail Division hereby leases the following Cars to Green Bay and Western Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of March 8, 1979.

| A.A.R. Mech. Desig. | Description | Numbers | Dimensions Inside | | | Doors Width | No. of Cars |
|---------------------------|---|-------------------|----------------------|-------|--------|----------------|-------------------|
| | | | Length | Width | Height | | |
| XM | Box, stl, cush underframe, nail- able stl floor, 70 ton trucks, plug doors. | GBW 8500- 8604 | 50' 6" | 9' 6" | 11' 0" | 10' | 105 |

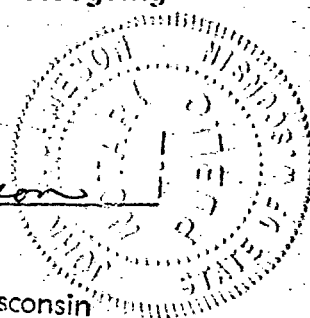
ITEL CORPORATION, RAIL DIVISION

BY: Carl M. LyleTITLE: PresidentDATE: November 19, 1979GREEN BAY AND WESTERN
RAILROAD COMPANYBY: Joseph R. SalasieTITLE: PresidentDATE: November 15, 1979

STATE OF Wisconsin)
COUNTY OF Brown)

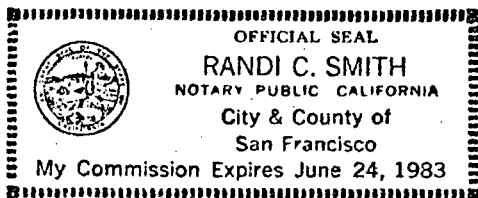
On this 15th day of November, 1979, before me personally appeared Joseph R. Galassi, to me personally known, who being by me duly sworn says that such person is President of Green Bay and Western Railroad Company, that the foregoing Amendment No. 2 Equipment Schedule No.s. 5A, 5B and 9A was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John W. Jameson
Notary Public
John W. Jameson
Notary Public State of Wisconsin
My Commission Expires Aug 28, 1983



STATE OF California)
COUNTY OF San Francisco)

On this 21st day of November, 1979, before me personally appeared Carl N. Taylor, to me personally known, who being by me duly sworn says that such person is President of Intel Corporation, Amendment No. 2 Equipment Schedule No.s. 5A, 5B and 9A Rail Division, that the foregoing was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Randi C. Smith
Notary Public